

EXHIBIT A
Disbursement Request


The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC, which is the sole Member of Franklin Shell Building LLC (the "Company") and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Section 3 of the Custodial Agreement by and among Company, Horizon Bank (the "Custodial Agent"), and the City of Franklin Redevelopment Commission ("FRC") dated June 20, 2017 (the "Custodial Agreement"), the undersigned hereby requests that FRC direct the Custodial Agent to disburse from the Project Fund to the payees set forth on the attached Schedule 1 the amounts set forth on Schedule 1 for the purposes set forth on Schedule 1;
- (c) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (d) the Project Costs being paid pursuant to Schedule 1 have not been paid previously with a disbursement from the Project Fund; and
- (e) it has obtained lien waivers from all parties that otherwise would have the right to claim valid mechanics' or similar liens against all or a portion of the project site through the date of the last Disbursement Request, and, upon disbursement of the requested funds, payment will be made to the parties reflected on Schedule 1.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the Custodial Agreement.

FRANKLIN SHELL BUILDING LLC

By: GM Development Companies LLC

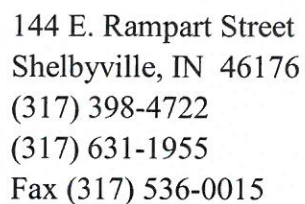
By: 
Gregory W. Martz, Member

Date: 2/5/2018

SCHEDULE 1

DISBURSEMENT OF PROCEEDS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	Runnebohm Construction 144 E. Rampart St. Shelbyville, IN 46176	Construction	\$904,950.00
2	GM Development Companies LLC 8561 N 175 E Springport, IN 47386	Construction	\$57,167.40



6807

GM Development
Attn: Greg Martz
8561 N 175 E
Springport, IN 47386

DATE	30-Dec-18
PURCHASE ORDER #	Franklin Shell II
JOB #	17-0005

A finance charge of 1 1/2% per month (18% per year) will be charged on past due accounts.

Thank You!



AIA[®] Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:

GM Development
8561 N 175 E
Springport, IN 47386

PROJECT:

Franklin Shell Building II
40 Linville Way, Franklin, Indiana

FROM CONTRACTOR:

Runnebohm Construction Co., Inc.
144 E. Rampart Street
Shelbyville, IN 46176

VIA ARCHITECT:

APPLICATION NO:

One

Distribution to:

PERIOD TO:

12/30/17

OWNER ☐

CONTRACT FOR:

General Construction

ARCHITECT ☐

CONTRACT DATE:

12/15/2017

CONTRACTOR ☐

PROJECT NOS:

17-0005

FIELD ☐

OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM

\$ 2,190,000.00

2. NET CHANGE BY CHANGE ORDERS

\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 2,190,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 332,300.00

5. RETAINAGE:

a. 10% % of Completed Work

\$ 33,230.00

b. % of Stored Material

\$ 33,230.00

(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 33,230.00

6. TOTAL EARNED LESS RETAINAGE

\$ 299,070.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$ 0.00

8. CURRENT PAYMENT DUE

\$ 299,070.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$ 1,890,930.00

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	\$ 0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

Runnebohm Construction Co., Inc.

By:

MR

Date: 12/30/17

State of:

Indiana

County of:

Shelby

Subscribed and sworn to before me this 30th

December, 2017

Notary Public:

Robert M. Sizemore Jr.

My commission expires: 11/30/2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 299,070

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:

AR

1/13/2018

Date:

1/13/2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

PROJECT NAME: Franklin Shell Building

Page 2 of 2

UNNEBOHM CONSTRUCTION CO., INC. APPLICATION AND CERTIFICATE FOR PAYMENT,
CONTAINING CONTRACTOR'S SIGNED CERTIFICATION, IS ATTACHED.
TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.
USE COLUMN I ON CONTRACTS WHERE VARIABLE RETAINAGE FOR LINE ITEMS MAY APPLY.

APPLICATION NO: One
APPLICATION DATE: 12/30/17
PERIOD FROM: 10/01/17
PERIOD TO: 12/30/17
PROJECT NO.: 17-0005

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK COMPLETED THIS APPLICATION WORK IN PLACE	STORED MATERIAL NOT INCLUDED IN D or E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% TO FINISH (C-G)	RETAINAGE % RATE
1	Stework	390,000		273,000		273,000	70	27,300
2	Asphalt Paving	100,000						
3	Site Concrete	95,000						
4	Landscaping	40,000						
5	Foundations	140,000						
6	Metal Building Systems	1,170,000						
7	Doors & Windows	110,000						
8	Mechanical/Electrical	48,000						
9	Drawings & Permits	62,000		55,800		55,800	90	5,580
10	General Conditions	35,000		3,500		3,500	10	350
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28								
29								
TOTALS:		2,190,000		332,300		332,300	15%	33,230

**PARTIAL
RECEIPT, WAIVER, AND RELEASE OF LIEN RIGHTS**

The undersigned hereby acknowledges receipt, payment, and satisfaction in full for all labor, services, and materials furnished or supplied up to and including the date 12/30/2017, hereof relating to use, to be used, or contributing to the construction, addition or development of the work of improvements concerning that certain real property commonly known as GM Development – Franklin County Shell Building Project (#17-0005)
(THE PROJECT)

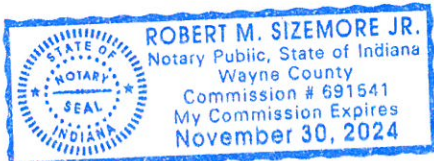
The undersigned hereby expressly waives, releases, and discharges the real property described above, the owner thereof, the interim lender, and the permanent lender, of and from any and all claims for mechanics' liens and rights to any such claim which the undersigned has or may have for labor, services, or materials or otherwise in connection with said work of improvements and every part thereof up to and including the date hereof and does hereby waive and release any and all rights that the undersigned now has or may have to levy or place any mechanics' lien, attachment lien, judgement lien, or execution lien on against the real property described above for any existing indebtedness or the owner of said real property to the undersigned. The undersigned represents and warrants that no other person or party has any right to a lien or claim on account of any labor or work performed or material, supplies or equipment furnished by, to or through the Company, on or before the date hereof, and agrees to indemnify, defend and hold the Owner harmless from and against any and all claims or liens for any labor, material or services furnished for or in connection with or incorporated on the premises by, through or to the Owner prior to the date hereof. The undersigned warrants that he/she is duly authorized to execute this waiver of lien for and on behalf of the Company.

In the event the undersigned does not receive actual payment for the labor, materials, or services, which is the subject hereof, the signing of this waiver shall not constitute a release of any lien rights for said labor, materials, or services.

COMPANY: Runnebohm Construction Co Inc. DATE: December 30, 2017

AMOUNT: \$299,070.00

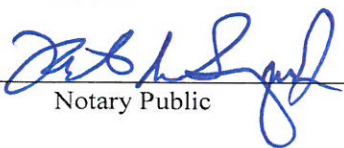
INVOICE: 6807



BY: 

TITLE: Michael J Runnebohm, President

ATTEST:


Notary Public

STATE OF INDIANA

COUNTY OF SHELBY

MY COMMISSION EXPIRES: November 30, 2024 COUNTY OF RESIDENCE: Wayne

Before me Robert M Sizemore Jr., A Notary Public in and for the said County,

Personally appeared Michael J Runnebohm and being duly sworn on oath acknowledged

that he/she did sign and execute the above Release and Indemnity, and that the same is a true and correct reflection of labor and or materials supplied in the performance of his/her contract.

Thank You!



AIA[®] Document G702[™] - 1992

Application and Certificate for Payment

TO OWNER:

GM Development
8561 N 175 E
Springport, IN 47386

PROJECT:

Franklin Shell Building II
40 Linville Way, Franklin, Indiana

APPLICATION NO:

Two

Distribution to:

OWNER ☐

PERIOD TO:

01/30/18

ARCHITECT ☐

FROM CONTRACTOR:**VIA ARCHITECT:**

Runebohm Construction Co., Inc.
144 E. Rampart Street
Shelbyville, IN 46176

CONTRACT FOR:

General Construction

CONTRACTOR ☐

CONTRACT DATE:

12/15/2017

FIELD ☐

PROJECT NOS:

17-0005

OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703[™], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM

\$ 2,190,000.00

2. NET CHANGE BY CHANGE ORDERS

\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 2,190,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 1,005,500.00

5. RETAINAGE:

a. 10% % of Completed Work

\$ 100,550.00

b. % of Stored Material

\$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)

\$ 100,550.00

6. TOTAL EARNED LESS RETAINAGE

\$ 904,950.00

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$ 299,070.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$ 605,880.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$ 1,285,050.00

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	0.00	\$ 0.00
Total approved this month	\$	0.00	\$ 0.00
TOTAL	\$	0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00	

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Runebohm Construction Co., Inc.

By:

Date: 01/30/18

State of:

Indiana

County of:

Shelby

Subscribed and sworn to before me this 30th

day of January, 2018

Notary Public:

My commission expires:

11/30/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 605,880.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:

Date:

2/2/2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

PROJECT NAME: Franklin Shell Building

Page 2 of 2

RUNNEBOHM CONSTRUCTION CO., INC. APPLICATION AND CERTIFICATE FOR PAYMENT,
CONTAINING CONTRACTOR'S SIGNED CERTIFICATION, IS ATTACHED.
IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.
USE COLUMN I ON CONTRACTS WHERE VARIABLE RETAINAGE FOR LINE ITEMS MAY APPLY.

APPLICATION NO: Two
APPLICATION DATE: 01/30/18
PERIOD FROM: 12/30/17
PERIOD TO: 01/30/18
PROJECT NO.: 17-0005

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK COMPLETED THIS APPLICATION	WORK NOT INCLUDED IN D OR E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% TO FINISH (C-G)	RETAINAGE % RATE
1	Stework	390,000	273,000	39,000		312,000	80	10%
2	Asphalt Paving	100,000						
3	Site Concrete	95,000						
4	Landscaping	40,000						
5	Foundations	140,000		98,000		98,000	70	9,800
6	Metal Building Systems	1,170,000		526,500		526,500	45	52,650
7	Doors & Windows	110,000						
8	Mechanical/Electrical	48,000						
9	Drawings & Permits	62,000	55,800	6,200		62,000	100	6,200
10	General Conditions	35,000	3,500	3,500		7,000	20	700
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29								
TOTALS:		2,190,000	332,300	673,200		1,005,500	46%	1,184,500
								100,550

**PARTIAL
RECEIPT, WAIVER, AND RELEASE OF LIEN RIGHTS**

The undersigned hereby acknowledges receipt, payment, and satisfaction in full for all labor, services, and materials furnished or supplied up to and including the date 01/30/2018, hereof relating to use, to be used, or contributing to the construction, addition or development of the work of improvements concerning that certain real property commonly known as GM Development – Franklin County Shell Building Project (#17-0005)
(THE PROJECT)

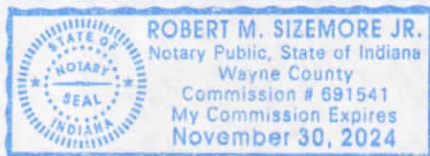
The undersigned hereby expressly waives, releases, and discharges the real property described above, the owner thereof, the interim lender, and the permanent lender, of and from any and all claims for mechanics' liens and rights to any such claim which the undersigned has or may have for labor, services, or materials or otherwise in connection with said work of improvements and every part thereof up to and including the date hereof and does hereby waive and release any and all rights that the undersigned now has or may have to levy or place any mechanics' lien, attachment lien, judgement lien, or execution lien on against the real property described above for any existing indebtedness or the owner of said real property to the undersigned. The undersigned represents and warrants that no other person or party has any right to a lien or claim on account of any labor or work performed or material, supplies or equipment furnished by, to or through the Company, on or before the date hereof, and agrees to indemnify, defend and hold the Owner harmless from and against any and all claims or liens for any labor, material or services furnished for or in connection with or incorporated on the premises by, through or to the Owner prior to the date hereof. The undersigned warrants that he/she is duly authorized to execute this waiver of lien for and on behalf of the Company.

In the event the undersigned does not receive actual payment for the labor, materials, or services, which is the subject hereof, the signing of this waiver shall not constitute a release of any lien rights for said labor, materials, or services.

COMPANY: Runnebohm Construction Co Inc. DATE: January 30, 2018

AMOUNT: \$605,880.00

INVOICE: 6840



BY: _____

ATTEST:

TITLE: Michael J Runnebohm, President

Robert M Sizemore Jr.
Notary Public

STATE OF INDIANA

COUNTY OF SHELBY

MY COMMISSION EXPIRES: November 30, 2024 COUNTY OF RESIDENCE: Wayne

Before me Robert M Sizemore Jr., A Notary Public in and for the said County,

Personally appeared Michael J Runnebohm and being duly sworn on oath acknowledged that he/she did sign and execute the above Release and Indemnity, and that the same is a true and correct reflection of labor and or materials supplied in the performance of his/her contract.



2.5.2018

WIRING INSTRUCTIONS:

GM Development Companies LLC
Account #0133099111
ABA#062005690
Regions Bank
3820 S. Emerson Ave.
Indianapolis, IN 46203

PROJECT	DESCRIPTION	TOTAL
Franklin Shell Building	Construction Management/Supervision	\$54,297.00
	Insurance	\$2,870.40
TOTAL:		\$57,167.40
Please mail in lieu of wiring		



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS®

August 3, 2016

GM Development Companies LLC
Greg Martz
8561 N. County Road 175 E
Springport, IN 47386

RE:	Policy Type	Policy Term
	General Liability	8/2/2016 – 8/2/2017

Dear Mr. Martz,

Please consider this letter to be confirmation that the General Liability insurance premium from 8/2/2016 to 8/2/2017 is based on a premium basis of \$1.20 per \$1,000 of gross revenue. This premium basis includes the policy premium only. IN Surplus Lines is \$360.

You have paid a premium based on the construction values provided in your application. If construction exceeds the stated amount, you will be charged additional premium at the end of the policy period.

Should you have any questions or concerns, please feel free to call me at 317-860-0343.

Derick Warner
Client Service Manager – Commercial insurance